

**Election Results & Board of Governors  
Minutes  
December 11, 2003**

The General Membership & Board of Governor's Meeting Took Place at Fairchild Tropical Garden, Main Garden Room, 10901 Old Cutler Road, Coral Gables, Florida at 7:30 P.m. Thursday, December 11, 2003. Present were: Arthur Finkle, President; Richard Garrett, Treasurer; Rene Guerra, Secretary; Directors: Sissy Ruffe, Bill Miranda and Jack Ross. Also present was Mr. Perry Adair, the Club's attorney. Those unable to attend were: George Jarp, Vice President; Directors: Trish Bell and Leana Marks.

**Election Results:**

Mr. Finkle read the following election ballot results pursuant to Section 12 of the By-Laws of Gables Estates Club, Inc.: Jack Ross, Trish Bell, Bill Miranda and Jose Ortega were duly elected to serve on the Board for a two year term. Mr. Garrett stepped down and Mr. Ortega joined the Board.

**Financial:**

A Motion Was Made and Seconded to Approve the Following 2003 Holiday Gifts to Employees, Schedule of time served for amount of gift.

- a) **one to three** months employment, officer receives **\$100.**
- b) **four to six** months employment, officer receives **\$170.**
- c) **seven to eleven** months employment, officer receives **\$300.**
- d) **one** year to four years \$660.
- e) five years and over employment, officer receives **\$880.**

Site Supervisor **\$1100.**

Executive Secretary **\$3,850.**

All were in favor and the motion passed.

A Motion Was Made and Seconded to give the executive secretary a cost of living increase of four (4) percent per year. The motion passed unanimously.

A Motion Was Made and Seconded to give the executive secretary a pension contribution of ten (10) percent per year. The motion passed unanimously.

**Beautification:**

### **Entrance Features and Contract Negotiations**

Mr. Finkle recommended that the Board should engage an owner's representative to oversee the Club's interests prior to signing a contract. Mr. Finkle stated a cost will be determined with an owner's representative and then the project can go out to bid. He stated the following contract between John Weller and Gables Estates Club was reviewed by the Club's attorney:

This agreement is made between **GABLES ESTATES CLUB, INC.**, called the **owner** below, and **John Albert Weller Jr.**, A.I.A. of 5200 North Kendall Drive, Miami, Florida 33156 called the **architect**] below.

### RECITALS

The **Owner** intends to construct Two (2) new entrance gatehouses, gates, walls, fountain and other design features, including landscaping, irrigation and lighting for Arvida and Casuarina Entrances to Gables Estates, called the project below.

The **owner** and the **architect** in consideration of the mutual covenants set forth agree as follows:

#### Basic Services of **Architect**

The **architect** agrees to perform professional services in connection with the project, and he as the **owner's** professional architectural representative in those phases of the project to which this agreement applies, and will give consultation and advice to the **owner** during the performance of his services.

#### Final Design and Working Drawings

Owner hereby authorizes architect to proceed on final working drawings of the preliminary drawings previously prepared for Owner. The **architect** will: (1) on the basis of the approved preliminary design documents prepare detailed working drawings and plans to show the character and scope of the work to be performed by contractors on the project (the "working drawings"), and instructions to bidders, general conditions, special conditions and technical provisions (the "specifications"); (2) furnish to the owner architectural data for and assist in the preparation of the required documents so that the owner may secure approval of such governmental authorities as have jurisdiction over design criteria applicable to the project; (3) advise the owner of any adjustment of the cost estimate for the project caused by changes in scope, design requirements, or construction costs, and furnish a revised cost estimate for the project based on the completed drawings and specifications; (4) furnish the owner with three (3) copies of the drawings and specifications in final form.

#### Payments to Architect

1. Basic Services. The owner will pay the architect for services performed:

A fee of 8% of the project construction cost currently based on an estimated budget of \$750,000.00 for a fee of \$60,000.00. The final fee will be calculated at the completion of construction, and for the actual costs of reimbursable expenses as defined herein.

2. Additional Services. The owner will pay for additional services: Changes after working drawings are completed or change in the scope of work. These services will be billed to owner on an hourly basis with principal at \$150.00 per hour and employee at \$85.00 per hour. Owner agrees to reimburse architect for blueprints and copies at cost plus 15%. Engineering will be billed at actual cost plus 15%.

#### Methods and Times of Payment

Basic Services. Payments shall be made as follows:

(a) A payment of \$9,450.00 has been made for preliminary drawings and plans that shall be credited to the first payment to be made under this agreement.

(b) Progress payments shall be made in proportion to services performed. The compensation for basic services shall amount to the following percentage of the total fee at completion of each phase of the work:

- |  |     |
|--|-----|
| (1) Retainer   | 35% |
| (2) Final design phase   | 35% |
| (3) Working drawings and permit plans to be paid in two parts: | 30% |

#### Termination

This agreement may be terminated by either party by five (5) days' written notice in the event of substantial failure to perform in accordance with its terms by the other party through no fault of the terminating party. If this agreement is so terminated, the architect shall be paid for work done to the date of termination.

#### Ownership of Documents

All documents, including original drawings, estimates, specifications, field notes, and data shall become the property of the owner.

#### Litigation

In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to attorneys' fees and costs, including appeals.

In Witness Whereof, the parties have set their hands and seals.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
John Albert Weller Jr.

\_\_\_\_\_  
\_\_\_\_\_

Gables Estates Club, Inc.,  
By:\_\_\_\_\_

Discussion took place. A motion was made and seconded to table this issue.

**Right of Way Hedge with Concrete Slabs for right of ways**

Mr. Virgilio Perez of Update Consultants, Inc., gave the Board a brief overview of what was involved in getting approval for the proposed right of way concrete slabs with hedges for each property owner. Mr. Perez stated the Club would be required to submit preliminary plans to the City of Coral Gables' Public Works Department, the Encroachment Review Committee and the Board of Architects. Mr. Perez stated once approval was given the next step would be to submit in writing to the Engineering Division of Public Works permission to encroach on the right of ways. He added we may need approval from the Historical Board and Miami-Dade County and Florida Department of Transportation. Mr. Perez said once we have their approval a full set of final drawings would be submitted for approval to the Department of Public Works and the City Commission. Mr. Perez stated it would be the owners' duty to maintain the improvement and provide the city with liability coverage. Mrs. Ruffe stated the best approach to this improvement may be to lay compacted fill instead of concrete. She asked Mr. Perez to see if this would reduce the permit requirements. Mr. Perez was thanked for his time. The Board voted to table this issue.

**Vizcayans' Designer Show House 2004 Request @ 33 Arvida Parkway**

Mr. Dimond, on behalf of the Vizcayans, requested permission to host a Designer Show House located at 33 Arvida Parkway. Mrs. Dimond submitted twenty letters from members of Gables Estates stating they had no objections to this event being held in our community. Mr. Finkle stated the Club had received several phone calls from Club members stating their objections to this event as well as letters from Mr. and Mrs. Janis, Mr. and Mrs. Firpo Garcia and Mrs. and Mrs. Faux. Discussion took place. Mr. Miranda raised concerns regarding security. Mrs. Ruffe stated the Vizcayans have agreed to hire a City of Coral Gables off duty police officer to be present for twenty four (24) hours per day during this event. Mrs. Ruffe added that the hours will be controlled from 10 a.m. to 4 p.m. Discussion took place. Mrs. Dimond agreed to shorten the time frame of the event from seventeen days (17) to nine (9) days, this would include two weekends and five weekdays. Mr. Guerra moved the Board write the City Manager not opposing the Vizcayans Designer Show House 2004 subject to the following conditions:

- 1) Final Completion of the house on 33 Arvida Parkway with Certificate of Occupancy
- 2) Reduction of time and hours

- 3) Written permission from the owners of 41 Arvida Parkway to park all event vehicles on that property
- 4) Hire a City of Coral Gables Police Officer to be present for 24 hours a day for the entire event
- 5) Rent a Portable Toilet so that the Police Officer will not have to depart the premises of 41 Arvida Parkway
- 6) No parking shall be permitted on the right of ways.

Mr. Finkle seconded the motion and all were in favor save Mr. Ortega, who abstained. The motion passed.

**By-Laws Change, Article 1, Section 4. The Secretary:**

The President stated the Board may wish to change the requirement that the Secretary be present at all committee meetings, excluding the Admission Committee from this condition. It was agreed that this issue would be tabled.

**Application Instructions, Interview Requirements:** It was agreed this issue would be tabled.

**Security:**

Mr. Guerra stated the final induction of the Canal Camera is still pending due to the necessary installation of the D.S.L. line. The Chair stated signage advising the presence of each new system is still pending but should be mounted shortly. Captain Urra stated the Barcode system can not be changed due to the manufacture's specs. He added it will take some adjustments by our Club members, requiring them to slow down when entering Gables Estates.

Mr. Bared raised the legality of having Board members vote by phone. Discussion took place. The Board agreed to revisit Mr. Bared's variance request at the next regular Board of Governors meeting.

The Board moved to close the public portion of this meeting and the meeting was adjourned at 9:07 p.m. Board Discussion took place between the Board and their attorney which is attorney-client privileged. Mr. Adair was instructed that each Board member would prefer to be served as individuals and not waive any of the Club's rights. Mr. Finkle agreed to speak with the Club's insurance provider on behalf of the Board. It was agreed that Mr. Adair will continue to represent the Club until the insurance company appoints a representative. It was also agreed that if the insurance company gives Gables Estates an opportunity to choose legal representation, Mr. Adair be asked to continue as the Club's lawyer.

**Election of Officers:**

President

Mr. Guerra moved to nominate Mr. Ortega as President. Mr. Miranda seconded the motion. Mr. Finkle stated his concern with Mr. Ortega taking the Presidency since he was not well informed on the very serious issues pending. Discussion took place. The motion was called: Those in favor were: Rene Guerra, Bill Miranda and Jack Ross. Mrs. Ruffe abstain and Mr. Finkle voted no. The motion passed.

Vice President

Mr. Guerra moved to nominate Mr. Ross as Vice President. Mr. Ortega seconded the motion and

all were in favor

**Treasurer**

Mr. Guerra stated that since Mr. Jarp would not accept the Presidency he would like to nominate him as Treasurer. Mr. Miranda seconded the motion and it unanimously passed.

**Secretary**

Mrs. Ruffe moved to nominate Mr. Guerra as Secretary. Mr. Ortega seconded the motion and all were in favor.

**Executive Committee**

The Board agreed that the President, Vice President and Treasurer would serve the Board as the Executive Committee.

**Committees:**

Mr. Ortega, the newly elected President, stated he would like to see a continuity as appointed the following existing Chairs:

**Security** - Rene Guerra and Bill Miranda

**Architectural** - Jack Ross

**Beatification** - Sissy Ruffe and Leana Marks

**Facilities** - George Jarp

**Admission Committee** - Trish Bell and Arthur Finkle

**Newsletter / Website** - Trish Bell and Leana Marks

There being no other business, a motion to adjourn the meeting took place at 10:15 p.m. The motion was seconded and all were in favor. The meeting was adjourned.

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**Mr. Jose Ortega**  
**President**

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**Mr. Rene Guerra,**  
**Secretary**